

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Houchens Food Group, Inc.		04/11/2005	CORPORATION: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	131 South Dearborn St., IL 1-0365
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1827893	HOUCHENS
Registration Number:	2009509	CROSS ROADS COUNTRY FRESH QUALITY PORK
Registration Number:	1890005	HOUCHENS OUR SPECIAL
Registration Number:	1901824	HOUCHENS
Registration Number:	1888670	COON CREEK COUNTRY HAM
Registration Number:	1893238	HOUCHENS FAMILY TRADITIONS
Registration Number:	2667221	VAL-U SPOT
Registration Number:	2670168	VAL-U-SPOT
Registration Number:	2878657	CLOSE TO HOME

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.

CH \$240.00 1827893

Address Line 1: Sidley Austin Brown & Wood LLP  
Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/12/2005

**Total Attachments: 26**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of April 11, 2005 by and between HOUCHENS FOOD GROUP, INC., a Kentucky corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), for the benefit of the Holders of Secured Obligations under the Credit Agreement defined below.

**WITNESSETH:**

WHEREAS, the Grantor, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and the Administrative Agent have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations by the Lenders to or for the benefit of the Grantor;

WHEREAS, the Grantor, certain of its Affiliates, and the Administrative Agent have entered into that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Holders of Secured Obligations; and

WHEREAS, the Administrative Agent and the Lenders have required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations and (ii) as a condition precedent to any extension of credit or other financial accommodations to the Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

**SECTION 1. Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

SECTION 5. Restrictions on Future Agreements. The Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or

fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

SECTION 6. New Trademarks and Licenses. The Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not later than the end of the quarter in which such events occur. The Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

SECTION 7. Royalties. The Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 5.2 of the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent to the Grantor.

SECTION 8. Right to Inspect. The Administrative Agent may at all reasonable times, during the Grantor's business hours, upon reasonable prior notice (and at any time when a Default exists) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. After the

occurrence and during the continuance of a Default, the Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

SECTION 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

SECTION 10. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. The Grantor further agrees (i) not to abandon any Trademark, with the exception of any Trademark listed on Schedule A as of the date hereof, which Trademarks the Grantor may allow to lapse in the ordinary course, or any License without the prior written consent of the Administrative Agent, which shall not be unreasonably withheld, and (ii) to use its commercially reasonable best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. The Grantor represents that no Trademark listed on Schedule A as of the date hereof is necessary to the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Secured Obligations secured hereby.

SECTION 11. The Administrative Agent's Right to Sue. After the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be

obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

SECTION 12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

SECTION 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

SECTION 15. Cumulative Remedies; Power of Attorney. The Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of a Default and the giving by the Administrative Agent of notice to the Grantor of the Administrative Agent's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the

Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent and the Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

SECTION 17. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAWS BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES) BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 18. CONSENT TO JURISDICTION; JURY TRIAL.



(a) CONSENT TO JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS OR ANY AFFILIATE OF THE ADMINISTRATIVE AGENT OR ANY HOLDER OF SECURED OBLIGATIONS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN SUCH NEW YORK STATE, OR TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT.

(b) WAIVER OF JURY TRIAL. THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

(c) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18 WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of the Grantor, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

SECTION 20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

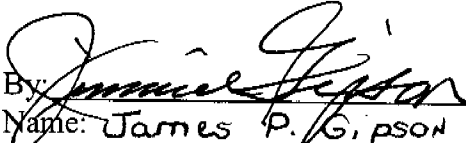
SECTION 22. Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be

contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOUCHENS FOOD GROUP, INC.

By:   
Name: James P. Gipson  
Title: President

ATTEST:

\_\_\_\_\_

By: *Dana Rae Zepher*

Name: *Dana Rae Zepher*

Title: *Notary Public*

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

By: Steven G. Sutton

Name: Steven G. Sutton  
Title: Senior Vice President

STATE OF Kentucky )  
 ) SS  
COUNTY OF Warrick )

The foregoing Trademark Security Agreement was acknowledged before me this  
6 day of April, 2005, by Timmie Cypson, an officer of  
Houchens Food Group Inc., a [Kentucky] corporation, on behalf of such corporation.

Dana Rae Zepher  
Notary Public  
My commission expires: April 29, 2008

STATE OF KY )  
 ) SS  
COUNTY OF Warren )

The foregoing Trademark Security Agreement was acknowledged before me this  
7 day of April, 2005, by Sasha Hatcher, a Notary of  
[ Warren Co. ], a [ ] corporation, on behalf of such corporation.

Sasha Hatcher  
Notary Public  
My commission expires: May 10, 2008

SCHEDULE A  
to  
Trademark Security Agreement  
Dated as of April 11, 2005

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>I.C. No.</u>
<b>HOUCHENS [and DESIGN]</b>	March 22, 1994	1,827,893	42
<b>CROSS ROADS COUNTRY FRESH QUALITY PORK [and DESIGN]</b>	October 22, 1996	2,009,509	29
<b>HOUCHENS OUR SPECIAL [and DESIGN]</b>	April 18, 1995	1,890,005	29, 30
<b>HOUCHENS</b>	June 27, 1995	1,901,824	29, 30
<b>COON CREEK COUNTRY HAM [and DESIGN]</b>	April 11, 1995	1,888,670	29
<b>HOUCHENS FAMILY TRADITIONS [and DESIGN]</b>	May 9, 1995	1,893,238	29, 32
<b>VAL-U-SPOT [and DESIGN]</b>	December 24, 2002	2,667,221	35
<b>VAL-U-SPOT</b>	December 31, 2002	2,670,168	35
<b>CLOSE TO HOME [and DESIGN]</b>	August 31, 2004	2,878,657	35

TRADEMARKS AND SERVICE MARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
None.		

SCHEDULE B  
to  
Trademark Security Agreement  
Dated as of April 11, 2005

LICENSE AGREEMENTS

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #70	2005B Memorial Road	Springfield, TN 37172
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #71	P.O. Box 558	Hardinsburg, KY 40143
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #72	262 W. Mill Creek Road	Radcliff, KY 40160
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #73	300 Lakeway Shopping Center	Campbellsville, KY 42718
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #74	P.O. Box 356	Elkton, KY 42220
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #75	8521 Terry Road	Louisville, KY 40258
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #76	Box 1685	London, KY 40473
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #77	Box 449 Hwy 25 East	Barbourville, KY 40906
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #78	1645 S. Hwy. 25 W.	Williamsburg, KY 40769
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #79	1520 Cumberland Falls	Corbin, KY 40701
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #80	P.O. Box 268	Manchester, KY 40962
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #81	2010 Jacksboro Pike	Lafollette, TN 37766
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #82	120 Garrard Square	Garrard, KY 40941



<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #83	512 Clinch Ave. #5	Clinton, TN 37716
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #84	3004 W. Andrew Jackson	Morristown, TN 37814
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #85	1225 S. Roane Street	Harriman, TN 37748
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #86	P.O. Box 688	Shepherdsville, KY 40165
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #87	8704 National Turnpike	Fairdale, KY 40118
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #88	135 West Elk Ave.	Elizabethton, TN 37643
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #89	0143 Cosby Hwy.	Newport, TN 37821
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #102	U.S. Route 60, Box 757	Cedar Grove, WV 25039
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #103	Hwy. 60 & 39 Box 387	Gauley Bridge, WV 25085
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #104	501 Blueville Dr.	Grafton, WV 26354
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #105	900 Wenonah Ave.	Pearisburg, VA 24201
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #106	Box1536	Welch, WV 24801
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #107	206 Main Street	Hinton, WV 25951
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #108	1004 E. Main Street	Pulaski, VA 24301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #109	1055 Stafford Drive	Princeton, WV 24740
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #110	150 Value City Center	Beckley, WV 25801

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0945**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #111	920 14 <sup>th</sup> St. West	Huntington, WV 25704
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #112	Airport Square	Bluefield, WV 24701
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #113	111 Eastern Heights	Huntington, WV 25705
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #114	3 <sup>rd</sup> Ave. Bldg. #2	Chesapeake, OH 38583
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #115	2507 Gallia Street	Portsmouth, OH 45662
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #116	Rt. 10 North	Pineville, WV 24874
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #117	1805 Broadway Ave	Parkersburg, WV 26101
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #118	201 Second Ave.	Richlands, VA 24641
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #119	Tazewell Mall	Tazewell, VA 24651
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #120	5850 U.S. Hwy. 60	Ashland, KY 41105
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #121	2310 Dawson Springs Rd.	Hopkinsville, KY 42240
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #122	3417 Breckinridge Lane	Louisville, KY 40220
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #123	2875 W. Parrish	Owensboro, KY 42301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #124	607 Columbia Hwy.	Greensburg, KY 42743
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #125	350 Hwy. 62 West	Princeton, KY 42445
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #126	425 E. Center Street	Madisonville, KY 42431

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0946**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #127	P.O. Box 177	Brownsville, KY 40210
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #128	1191 Hillview Blvd.	Louisville, KY 40299
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #129	9521 Taylorsville Road	Jeffersontown, KY 40299
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #130	750 S. Tennessee	Murfreesboro, TN 37130
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #133	P.O. Box 403	Munfordville, KY 42765
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #134	105N English Street	Leitchfield, KY 42754
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #135	P.O. Box 125	Leitchfield, KY 42755
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #136	507 W. GL Smith Street	Morgantown, KY 42261
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #137	415 Burksville Road	Albany, KY 42602
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #138	1500 N. Main Street	Monticello, KY 42633
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #139	1407 Gallatin Road	Scottsville, KY 42164
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #140	207 White Oak Road	Jamestown, TN 38556
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #141	1017 Youngstown Plaza	Jeffersonville, IN 47130
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #142	160 Lebanon Trade Center	Lebanon, KY 40033
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #143	910 W. Main Street	Mt. Vernon, KY 40456
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #144	P.O. Box 446	Brandenburg, KY 40108

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0947**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #145	2327 Decherd Blvd.	Decherd, TN 37324
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #146	13205 Hwy. 28	Whitwell, TN 37397
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #147	1701 Northtown Plz.	Oneida, TN 37841
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #148	1814 Triplett Street	Owensboro, KY 42301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #149	5404 Charlotte Ave.	Nashville, TN 37209
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #150	400 S. Green Street	Glasgow, KY 42141
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #151	105 E. Guardian Ave.	Columbia, KY 42728
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #152	112 E. James Campbell	Columbia, TN 38401
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #153	111 Montgomery Street	Providence, KY 42450
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #154	1151 Ft. Campbell Blvd.	Clarksville, TN 37042
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #156	116 S. Wilow Ave.	Cookeville, TN 38501
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #157	15261 Lebanon Road	Old Hickory, TN 37138
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #158	325 N. Cumberland	Lebanon, TN 37087
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #159	351 E. Main Street	Gallatin, TN 37066
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #160	410 Hwy. 13 N.	Haleyville, AL 35565
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #162	Hwy. 72 N. Rt. Box 111B	Bridgeport, AL 35740

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0948**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #163	301B N. 12 <sup>th</sup> Street	Gadsden, AL 35901
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #164	3509 S. Broad Hwy. 79	Scottsboro, AL 35768
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #165	5850 Hwy. 431 Suite 3	Albertville, AL 35950
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #166	2330 Highway East 278	Hokes Bluff, AL 35903
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #167	1520 6 <sup>th</sup> Ave. SE	Decatur AL 35601
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #168	2000 Gault Ave. North	Ft. Payne, AL 35967
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #169	3505 #5 Pulaski Pike	Huntsville, AL 35804
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #174	1100 E. Cumberland Gap Pwky	Corbin, KY 40701
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #175	221 Pioneer Village Drive	Mountain City, TN 37683
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #176	1424 Park Ave. N.W.	Norton, VA 24273
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #177	506 Bon Street	Lenoir City, TN 37771
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #178	108 S. Hall Road	Alcoa, TN 37701
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #179	1401 E. Stone Drive	Kingsport, TN 37660
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #180	Hwy. 56 Box 578	Celina, TN 38551
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #181	231 Northgate STE 216	McMinnville, TN 37110
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #182	509 S. Congress Blvd.	Smithville, TN 37166

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0949**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #183	301 W. College Street	Fayetteville, TN 37334
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #184	Box 477 E. Main	Livingston, TN 38570
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #185	P.O. Box 706	Gainesboro, TN 38562
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #186	1805 N. Roan Street	Johnson City, TN 37601
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #187	254 East Gains	Lawrenceburg, TN 38464
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #188	201 Elmore Street	Monterey, TN 38574
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #189	272 E. Broadway Blvd.	Jefferson City, TN 37760
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #190	1654 South Highland	Jackson, TN 38301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #191	179 Mose Drive	Sparta, TN 38583
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #192	903 Hollywood	Jackson, TN 38301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #193	1037 S. Riverside	Clarksville, TN 37040
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #194	3721 Clarksville Hwy.	Nashville, TN 37218
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #195	249 W. Summer Street	Greeneville, TN 37744
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #196	P.O. Box 689	Dayton, TN 37321
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #197	1101 Bluff City Hwy.	Bristol, TN 37620
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #198	3936 Ringold Road	East Ridge, TN 37412

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0950**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #199	P.O. Box 849	Wartburg, TN 37887
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #202	244 First St. SW	Alabaster, AL 35007
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #203	3108 McClellan Blvd.	Anniston, AL 36201
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #204	1292 Forestdale Blvd.	Forestdale, AL 35214
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #205	802 Pelham Rd. South	Jacksonville, AL 36265
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #206	680 Hwy. 78 West	Jasper, AL 35501
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #207	3067 McFarland Blvd.	Northport, AL 35476
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #208	929 Second Ave. East	Oneonta, AL 35121
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #209	967 26 <sup>th</sup> Ave. East	Tuscaloosa, AL 35404
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #211	214 W. Lawrence Street	Russellville, AL 35653
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #221	2622 Gallatin Road	Nashville, TN 37203
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #222	1202 Gallatin Pike South	Madison, TN 37115
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #230	348 College Street	Bowling Green, KY 42101
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #231	2706 Russellville Road	Bowling Green, KY 42101
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #232	Hwy. 100	Russellville, KY 42276
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #233	1120 Nashville Road	Franklin, KY 42134

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0951**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #234	9524 Old Happy Valley Rd.	Cave City, KY 42127
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #235	1512 W. Everly Bros. Blvd.	Central City, KY 42330
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #236	1848 North Main Street	Beaver Dam, KY 42320
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #237	2735 Ft. Campbell Blvd.	Hopkinsville, KY 42240
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #238	213 East Hwy 66	Tell City, IN 47586
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #240	930 Tucker Drive	Maysville, KY 41056
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #241	Rt. 519 & Lee Clay Ave.	Morehead, KY 40351
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #242	584 State Route 1947	Grayson, KY 41143
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #243	Rt. 7 Box 20110	Louisa, KY 41230
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #244	2017 E. Main Street	Oak Hill, WV 25901
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #245	P.O. Box 937	Danville, WV 25053
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #246	P.O. Box 1087	Clendenin, WV 25045
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #247	840 Broad Street	Summersville, WV 26651
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #248	East Main Street	Spencer, WV 25276
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #249	52 Arnold Ave.	Weston, WV 26452
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #302	220 South Geddes Plaza	Syracuse, NY 13204

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0952**



<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #304	5770 S. Transit Road	Lockport, NY 14094
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #305	836 Goodman Ave. #20	Rochester, NY 14646
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #307	1020 Center Street	Horsehead, NY 14845
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #308	1111 St. Rt. 222	Cortland, NY 13045
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #309	308 William Street	Elmira, NY 14901
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #310	1075 Ridge Rd. East #27	Rochester, NY 14621
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #311	1725 Elmwood Ave.	Niagra Falls, NY 14301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #312	2160 Genesee Street	Buffalo, NY 14211
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #313	284 Ontario Street	Buffalo, NY 14207
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #314	500 Butternut Street	Syracuse, NY 13208
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #315	569 Lyell Avenue	Rochester, NY 14606
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #316	380 Central Park Plaza	Buffalo, NY 14214
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #402	1468 S. Hwy. 52	Mt. Airy, NC 27030
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #404	202 Northview Plaza	N. Wilkesboro, NC 28659
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #501	2911 Lafayette Rd.	Ft. Oglethorpe, GA 30742
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #502	189 W. Athens, Suite 1	Winder, GA 30680

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0953**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #503	720 Sandtown Road	Marietta, GA 30060
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #505	2604 E. Walnut	Dalton, GA 30721
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #506	511 Alabama Ave.	Bremen, GA 30110
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #507	2672 East First Street	Blue Ridge, GA 30513
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #508	117 Murphy Ave	Blairsville, GA 30512
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #510	561 Collins Road	Toccoa, GA 30577
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #511	890 Elberton Street	Elberton, GA 30635
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #560	7912 White Horse Street	Greenville, SC 29611
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #561	1402 D East Rivers St.	Anderson, SC 29624
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #613	129 Whitley Street	Henderson, TN 38340
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #616	1359 W. Market Street	Bolivar, TN 38008
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #625	805 S. 12 <sup>th</sup> Street	Murray, KY 42071
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #632	5820 S. First Street	Milan, TN 38358
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #639	1027 Mineral Wells Avenue	Paris, TN 38242
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #642	529 Hwy. 64W	Waynesboro, TN 38485
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #644	401 W. Lincoln Street	Tullahoma, TN 37388

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0954**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #646	126 S. Cannon Blvd.	Shelbyville, TN 37160
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #648	223 Village Sq. Shopping Center	Pulaski, TN 38478
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #651	539 East Main Street	Hohenwald, TN 38462
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #653	565 Midway Shopping Center	Centerville, TN 37033
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #655	229 S. Green Street	Henderson, KY 42420
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #657	Hwy. 45	Martin, TN 38237
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #658	2409 Central Avenue	Humboldt, TN 38343
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #661	1203 Middle Road	Fulton, KY 42041
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #662	701 Pearl Street	Metropolis, IL 62960
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #663	1428 Broadway	Paducah, KY 42001
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #665	1222 Hillsboro Blvd.	Manchester, TN 37355
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #669	704 E. Fayette	Somerville, TN 38068
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #671	2125 S. Weinbach Avenue	Evansville, IN 47714
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #673	411 S. Barker Avenue	Evansville, IN 47712
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #675	2148 Stringtown Road	Evansville, IN 47711
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #677	1770 Mooresville Road	Lewisburg, TN 37091

SCHEDULE B

**TRADEMARK**  
**REEL: 003064 FRAME: 0955**

<u>Company</u>	<u>Store #</u>	<u>Street</u>	<u>City/State</u>
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #679	147 Hwy. 641 North	Camden, TN 38320
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #680	20522 E. Main Street	Huntingdon, TN 38344
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #694	1210 SR Hwy. 45 North	Mayfield, KY 42066
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #703	2704-4 S. Texas Ave	College Station, TX 77840
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #704	505 S. Palestine Street	Athens, TX 75751
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #705	1005 N. Eastman Road	Longview, TX 75601
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #706	706 E. Davis	Conroe, TX 77301
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #707	1420 North Street	Nacogdoches, TX 75961
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #708	734 S. Timberland	Lufkin, TX 75901
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #709	703 S. Jackson	Jacksonville, TX 75766
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #710	2305 West Erwin Street	Tyler, TX 75702
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #711	1501 South High Street	Longview, TX 75601
Houchens Food Group, Inc. (formerly known as Houchens Industries, Inc.)	d/b/a Save A Lot #714	330 E. Spring Street	Palestine, TX 75801

SCHEDULE B

TRADEMARK

RECORDED: 04/12/2005

REEL: 003064 FRAME: 0956